

**CITY OF SAN ANTONIO
MUNICIPAL COURT DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Quentin B. Porter, Municipal Court Director

SUBJECT: Interlocal Cooperation Agreement Between Bexar County and City of San Antonio for Consolidation Jury Management

DATE: December 9, 2004

SUMMARY AND RECOMMENDATION

This ordinance authorizes the Interim City Manager to execute an Interlocal Cooperation Agreement with Bexar County to consolidate jury management between Municipal Court and the District Clerks Office to minimize duplicative efforts where possible.

Bexar County Commissioners Court approved the Interlocal Cooperation Agreement on November 9, 2004.

Staff recommends approval.

BACKGROUND

On January 22, 2004, City Council passed a resolution supporting the work plan for the 2004 City-County Cooperation Plan. One of the items included in the plan was a recommendation for the City and County to provide staff support to the Citizens Commission on City/County Service Integration. The Citizens Commission was jointly created in October 2003 and was charged with:

- Reviewing best practices and models from other communities, including the role of special districts;
- Implementing community education programs on the desirability of functional consolidation;
- Recommend a plan to transfer/consolidate functions between City and County governments that is equitable to taxpayers;
- Develop draft legislation needed to implement recommendations.

On May 6, 2004, the Commission presented its report that contained 25 recommendations for functional integration of City/County services. One of the recommendations was the creation of a central jury pool. A central jury pool would accomplish the following:

- Eliminate duplication
- Allow citizens to benefit from statutory exemption from repetitive service
- Generate savings to the City

POLICY ANALYSIS

The right to trial by jury is guaranteed by the Sixth and Seventh Amendments of the U.S. Constitution. In addition, the Texas Constitution guarantees that in all criminal prosecutions in Texas the accused has a right to a jury trial. Defendants appearing in Municipal Court generally have the same rights and guarantees afforded any person accused of a crime at any level of the judicial system.

Jurors may be selected from tax rolls, utility rolls, voter registration rolls, or any other non-discriminatory manner. Municipal Court currently accesses Bexar County's jury database for names and addresses of prospective jurors. There are approximately 11,000 jury trial settings in Municipal Court each year. Approximately 20,000 jury summons are mailed in order to ensure an adequate number after exemptions, excuses, and challenges. The prospective jurors are required to report to the Frank D. Wing Municipal Court Building and remain until released. If a jury is required, the impaneled jurors are paid \$6 for each day served. In addition to the jury fee and staff time, an estimated \$12,405 is expended to summon jurors.

The proposed consolidated jury management system will eliminate this expenditure. Municipal Court will use the central jury pool summoned by the County. If a jury is required, the County will transport potential jurors to the Municipal Court building by taxi.

A consolidated jury management system would also allow citizens to benefit from statutory exemptions from repetitive service. Chapter 62 of the Government Code provides qualifications and legal exemptions for prospective jurors in all criminal and civil cases. One of the exemptions a potential juror may claim is if he or she has served as a petit juror in the county during the three-year period preceding the date the person is to appear for jury service. The proposed system will identify individuals who qualify for this exemption.

The following are the major terms of the interlocal agreement:

1. The County shall perform all functions necessary to summon and impanel jurors for Municipal Court and will provide jury panels, including completed juror questionnaires, for Municipal Court in accordance with its trial schedule.
2. The County shall provide transportation by taxi for Municipal Court jury panels to the Frank D. Wing Municipal Court Building, reimbursable by the City on a monthly basis by approved invoice.

3. The County shall prepare juror payment checks for jurors serving in Municipal Court in amounts directed by Municipal Court.
4. The County shall maintain jury service history for all jurors serving in Municipal Court.
5. The County shall provide information to individuals who have questions about their jury duty and about jury service in general.
6. The City will reimburse the County an estimated \$2,640 for jury fees and \$600 for taxi service.
7. The City will also pay the County an administrative fee of \$.90 for each juror requested and transported to Municipal Court. Total estimate is \$810 based on 900 jurors.

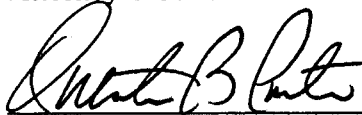
FISCAL IMPACT

The consolidated jury management system will generate an estimated \$8,355 savings to the City.

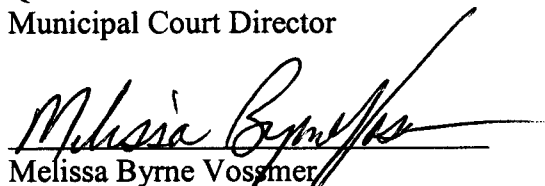
Expenditures	Current System	Proposed System	Savings
Jury Fees	\$ 2,640	\$ 2,640	\$ 0
Postage	\$ 7,315	\$ 0	\$ 7,315
Technology & Supplies	\$ 2,450	\$ 0	\$ 2,450
Transportation Fees	N/A	\$ 600	(\$ 600)
Administrative Fees	N/A	\$ 810	(\$ 810)
Total	\$ 12,405	\$ 4,050	\$ 8,355

COORDINATION

This ordinance was coordinated with the External Relations Department, City Attorney's Office, Municipal Court Judiciary, Bexar County District Clerk's Office, and the District Attorney's Office.



Quentin B. Porter
Municipal Court Director



Melissa Byrne Vossmer
Assistant City Manager

Approved:



J. Rolando Bono
Interim City Manager

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
BEXAR COUNTY AND CITY OF SAN ANTONIO FOR
CONSOLIDATED JURY MANAGEMENT**

This Interlocal Cooperation Agreement is made by and between Bexar County, a political subdivision of the State of Texas (the "County") and the City of San Antonio, a home-rule city, a municipal corporation, and a political subdivision of the State of Texas (the "City") (individually, the "Party"; collectively, the "Parties").

RECITALS

WHEREAS, the City maintains and operates a Municipal Court of Record pursuant to the Uniform Municipal Court of Record Act, *V.T.C.A., Govt. Code, Ch. 30, §30.00001, et seq.*; and

WHEREAS, the County maintains and manages a Central Jury Pool; and

WHEREAS, the Parties wish to consolidate jury management to minimize duplicative efforts where possible; and

WHEREAS, the Parties desire to enter into an Interlocal Cooperation Agreement pursuant to *V.T.C.A., Govt. Code, Ch. 791* to define their individual management duties and responsibilities;

NOW THEREFORE, in consideration of the above premises, the Parties mutually agree to the following terms and conditions:

1.0 Definitions.

In this Agreement,

1.01 "City Council" means the City Council of the City of San Antonio.

1.02 "Commissioners Court" means the Bexar County Commissioners Court.

2.0 Term.

2.01 **Initial Term.** This Agreement shall commence on the date of execution and end on September 30, 2005.

2.02 **Renewal Term.** This Agreement shall automatically renew on October 1, 2005 for a term of one year, and shall automatically renew for terms of one year thereafter, unless sooner terminated in compliance with this Agreement.

3.0 County Responsibilities. The County shall:

- 3.01 Upon request by CITY, from 9:30 a.m. to 4:30 p.m. on any Monday through Thursday for which COUNTY has a jury pool, COUNTY's Central Jury Room will empanel jurors from its jury pool for CITY's Municipal Court and provide CITY with the questionnaires completed by those jurors. If CITY needs jurors on a Friday, it must notify the Central Jury Room before 12:00 noon the day before.
- 3.02 In the event a juror assigned to the Municipal Court requires transportation to CITY's municipal-court building, COUNTY will make arrangements for the transportation.
- 3.03 Maintain jury service history for all jurors serving in Municipal Court.
- 3.04 Provide information to individuals who have questions about their jury duty and about jury service in general.
- 3.05 Provide Municipal Court with a schedule of jury empanelling dates on an annual basis.
- 3.06 Provide invoices to CITY on a monthly basis to reimburse Bexar County for:
 - (1) COUNTY's jury fee (currently \$6.00 a day, in accordance with Texas Government Code Section 61.001) paid to each juror assigned to Municipal Court and for any actual expenses incurred by COUNTY in transporting jurors; and
 - (2) an administrative fee of 15% of the jury fee (currently 90 cents) for each juror assigned to Municipal Court.
- 3.07 COUNTY shall deliver the invoices to the following addresses:

David Preciado
Municipal Court Manager
401 S. Frio
San Antonio, TX 78207

And City of San Antonio
Accounts Payable
P.O. Box 839976-3976
San Antonio, TX 78282

4.0 City Responsibilities. The City shall:

- 4.01 Provide clerical support during the empanelling sessions.
- 4.02 Reimburse the County within thirty (30) days of a correct invoice for the costs of services described in Section 3.06 at the following address:

Bexar County Auditor
212 Stumberg; Suite 100
San Antonio, TX 78204

- 4.03 Provide the County with a schedule of standard jury trial dates for Municipal Court and request any special jury panels by the Friday before the empanelling date immediately preceding the special jury trial.

5.0 Designated Representatives.

- 5.01 Amelia Cardona, Central Jury Room Bailiff, or her designated representative, shall be COUNTY's representative responsible for the oversight and management of this Agreement.
- 5.02 David Preciado, Municipal Court Manager, or his designated representative, shall be CITY's representative responsible for oversight and management of this Agreement.

6.0 Compliance with Law.

- 6.01 The Parties shall comply with all local, state and federal laws, rules and regulations applicable to performance of this Agreement.

7.0 Amendments.

- 7.01 **Formal Process.** Any change to the provisions of this Agreement or any attachments to it shall be made in writing and signed by the Parties. It is acknowledged by the City that no officer, agency, employee or representative of the County has any authority to change the provisions of this Agreement or any attachments to it, unless expressly granted that authority by the Commissioners Court. It is acknowledged by the County that no officer, agency, employee or representative of the City has any authority to change the provisions of this Agreement or any attachments to it, unless expressly granted that authority by the City Council.

7.02 **City Request.** City shall submit all requests for changes to this Agreement or any attachment to it to the Central Jury Room Bailiff, who will coordinate with the County's Governmental Relations Manager to present City's requests to Commissioners Court for consideration.

7.03 **County Request.** County shall submit all requests for changes to this Agreement or any attachment to it to the Director of the Municipal Court who shall present County's requests to City Council for consideration.

8.0 Non-Waiver and Reservation of Remedies.

8.01 **Non-Waiver.** Any act of forbearance by either Party to enforce any provision of this Agreement shall not be construed as a modification of this Agreement or as a waiver of any breach or default of the other Party which then exists or may subsequently exist. The failure of either Party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

8.02 **Reservation of Rights and Remedies.** All rights of the Parties under this Agreement are specifically reserved. Any payment, act or omission by a Party shall not impair or prejudice any remedy or right of that Party under this Agreement. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.0 Termination.

9.01 Either Party may terminate this Agreement at any time and for any reason by giving the other Party written notice of its decision to terminate at least forty-five (45) days prior to the effective date of termination.

10.0 Law and Venue.

10.01 This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Bexar County, Texas.

11.0 Independent Entity and Acknowledgement of Responsibilities

11.01 **Independent Entity.** The Parties expressly acknowledge and agree that they are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the City shall be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County shall be considered an employee, agent, or representative of the City or gain any rights against the City pursuant to the City's personnel policies.

11.02 **Responsibilities.** The City shall not be liable for any claims, damages or attorney fees arising from negligent or unlawful acts of the County or its employees in relation to this Agreement. The County shall not be liable for any claims, damages or attorney's fees arising from negligent or unlawful acts of the City or its employees in relation to this Agreement.

12.0 Immunity or Defense.

12.01 It is expressly understood and agreed that, in the execution of this Agreement, neither the City nor the County waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

13.0 Notices.

13.01 **Method of Notice.** Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in 13.02 or 13.03 for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in 13.02 or 13.03.

13.02 **Address of County:**

Leilah Powell
Government Relations Manager
Bexar County Commissioners Court
100 Dolorosa; Suite 100
San Antonio, Texas 78205

And Amelia Cardona, Bailiff
Central Jury Room
Cadena-Reeves Justice Center
300 Dolorosa
San Antonio, Texas 78205

With copies to (registered or certified mail is not required):

Bexar District Attorney
Reeves-Cadena Justice Center
300 Dolorosa
San Antonio, Texas 78205

13.03 **Address of the City:**

Director of Municipal Court
401 S. Frio
San Antonio, Texas 78207

With copies to (registered or certified mail is not required):

City Attorney
City Hall
100 Military Plaza, 3rd Floor
San Antonio, Texas 78205

13.04 **Change of Address.** Each Party may change the address for notice to it by giving notice of the change in accordance with the provisions of 13.01.

14.0 Entire Agreement.

14.01 **Agreement All Inclusive.** All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to its execution have been reduced to writing and are contained in this Agreement.

15.0 Severability.

15.01 If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of the Agreement shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

16.0 Assignability.

- 16.01 Neither Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party

17.0 Interpretational Guidelines.

- 17.01 **Computation of Time.** When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either Party has declared a holiday for its employees, these days shall be omitted from the computation.
- 17.02 **Number and Gender.** Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.
- 17.03 **Headings.** The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

18.0 Legal Authority.

- 18.01 The Parties represent, warrant, assure and guarantee that they possess the legal authority, pursuant to an appropriate and official motion, resolution, ordinance or action passed or taken, to enter into this Agreement and to perform the responsibilities set out hereunder.

19.0 Effective Date. This Agreement is effective when executed by both Parties.

EXECUTED in duplicate originals on this the ____ day of _____,
2004.

CITY OF SAN ANTONIO

By: _____
J. Rolando Bono
Interim City Manager

Attest: _____
Leticia Vacek
City Clerk

APPROVED AS TO FORM:

Andrew Martin
City Attorney

EXECUTED in duplicate originals this, the ____ day of _____,
2004.

COUNTY OF BEXAR:

BY: _____
NELSON W. WOLFF
County Judge

ATTEST:

BY: _____
GERRY C. RICKHOFF
County Clerk

APPROVED AS TO LEGAL FORM:

SUSAN REED
Criminal District Attorney
Bexar County, Texas

BY: _____
KELSEY MENZEL
Assistant Criminal District
Attorney-Civil Section

**APPROVED AS TO FINANCIAL
CONTENT:**

BY: _____
TOMMY TOMPKINS
County Auditor

BY: _____
DAVID SMITH
Executive Director/Budget
Officer Planning and
Resource Management